

STATE OF UTAH

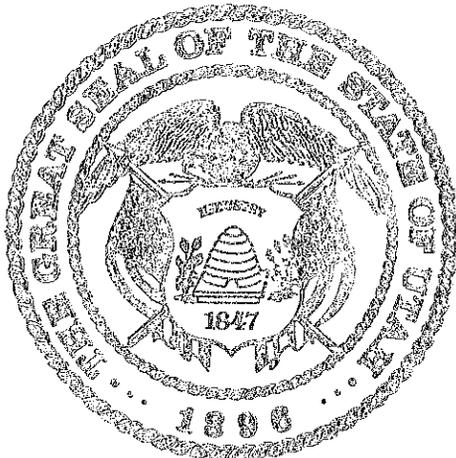


OFFICE OF THE LIEUTENANT GOVERNOR

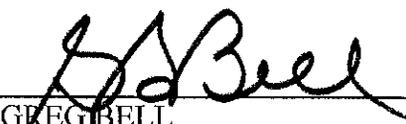
CERTIFICATE OF CREATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the HEBER VALLEY TOURISM AND ECONOMIC DEVELOPMENT AGENCY, an interlocal entity, dated July 1st, 2012, in substantial compliance with Section 11-13-204, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the HEBER VALLEY TOURSIM AND ENCONOMIC DEVELOPMENT AGENCY, an interlocal entity, located in Wasatch County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 6th day of August, 2012.



GREG BELL
Lieutenant Governor

POWELL | POTTER

ATTORNEYS AND COUNSELORS AT LAW

Kraig J. Powell
kraig@ppplawyers.com

VIA CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED

July 30, 2012

Lt. Governor's Office
Boundary Actions
Utah State Capitol Complex
Suite 220
P.O. Box 142325
Salt Lake City, UT 84114

RE: *Formation of Heber Valley Tourism and Economic Development Agency*

To Whom It May Concern:

This law office represents the Heber Valley Tourism and Economic Development Agency.

Please find enclosed a Notice of Impending Boundary Action for the Heber Valley Tourism and Economic Development Agency, for processing by your office.

Please contact me if you have any questions about this application.

Thank you for your efforts in this matter.

Sincerely,

POWELL POTTER



Kraig J. Powell

Enclosures

cc: Mayor, Heber City
 Mayor, Midway City
 County Manager, Wasatch County
 Director, Heber Valley Tourism and Economic Development Agency

NOTICE OF IMPENDING BOUNDARY ACTION
Heber Valley Tourism and Economic Development Agency

TO THE LIEUTENANT GOVERNOR, STATE OF UTAH:

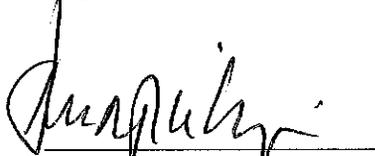
We, the undersigned members of the Approving Authorities, hereby submit this Notice of Impending Boundary Action in order to request the issuance of a Certificate of Creation for the proposed Heber Valley Tourism and Economic Development Agency, an Interlocal Entity, pursuant to Utah Code Sections 11-13-204 and 67-1a-6.5.

By our signatures below, we certify that all statutory requirements for the creation of the Interlocal Entity to be known as Heber Valley Tourism and Economic Development Agency have been met.

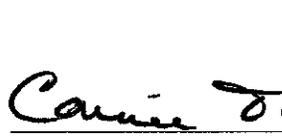
A copy of the Interlocal Agreement forming Heber Valley Tourism and Economic Development Agency, approved and signed by all participating entities, is attached hereto. The proposed Heber Valley Tourism and Economic Development Agency covers the entire territory of Wasatch County, including all incorporated and unincorporated areas.

DATED: July 30, 2012

SIGNED BY:



David R. Phillips
Mayor, Heber City



Connie Tatton
Mayor, Midway City



Michael Davis
Manager, Wasatch County

Enclosure

STATE OF UTAH)

SS.

COUNTY OF WASATCH)

Subscribed and sworn to before me on this the 30th day of July, 2012, by David R. Phillips.



Kraig Powell
NOTARY PUBLIC

STATE OF UTAH)

SS.

COUNTY OF WASATCH)

Subscribed and sworn to before me on this the 30th day of July, 2012, by Carnie Tatten.



Kraig Powell
NOTARY PUBLIC

STATE OF UTAH)

SS.

COUNTY OF WASATCH)

Subscribed and sworn to before me on this the 30th day of July, 2012, by Michael Davis.



Kraig Powell
NOTARY PUBLIC

INTERLOCAL AGREEMENT
**Heber Valley Tourism and
Economic Development Agency**

THIS INTERLOCAL AGREEMENT ("Agreement") regarding the formation and operation of the Heber Valley Tourism and Economic Development Agency ("Agency") is made and entered into this 1st day of July, 2012, by and between: Wasatch County, a political subdivision of the State of Utah; Heber City, a municipality organized and existing pursuant to the laws of the State of Utah; and Midway City, a municipality organized and existing pursuant to the laws of the State of Utah.

RECITALS

WHEREAS, Wasatch County, Heber City and Midway City (the "Parties") have determined that it is in the best interests of the residents of their respective jurisdictions to enter into a cooperative effort to promote tourism and economic development in the greater Heber Valley area; and

WHEREAS, the Parties have determined that the best method for pursuing this objective is through the formation of the Agency as a Utah interlocal entity, pursuant to Utah Code Title 11, Chapter 13, the Utah Interlocal Cooperation Act ("the Act"); and

WHEREAS, pursuant to Section 11-13-206 of the Act, the Parties desire to set forth provisions regarding the purposes, organization, composition, nature, financing, duration and termination of the Agency and of this Agreement.

TERMS OF AGREEMENT

I. CREATION OF THE HEBER VALLEY TOURISM AND ECONOMIC DEVELOPMENT AGENCY

The Heber Valley Tourism and Economic Development Agency is hereby created as an interlocal entity pursuant to Utah Code Section 11-13-203. The Agency shall be a body politic and corporate and a political subdivision of the state of Utah separate from the Parties. The Agency shall operate in accordance with all provisions of the Act, unless specified otherwise in this Agreement when permitted by the Act.

II. PURPOSES OF THE AGENCY

The purposes of the Agency are to promote tourism and foster economic development in Heber City, Midway City, and Wasatch County ("the Heber Valley"). In so doing, the Agency shall encourage sustainable economic growth and tourism that preserves or improves the current quality of life of the Heber Valley. The Agency shall, among other things, seek to attract businesses and visitors that will enlarge the commercial tax base of the Parties and provide

quality jobs for residents, while preserving the scenic beauty, small-town feel and lifestyle of the Heber Valley.

III. GOVERNANCE OF THE AGENCY

A. Governing Board. The Agency shall be governed by a Governing Board ("Board"). The Board shall have all powers and duties of an interlocal entity as specified in the Act, ~~unless stated otherwise in this Agreement.~~ The Board may adopt policies and procedures for the Board and the Agency.

B. Composition of Board. At all times, the Board shall be composed of the following Board Members ("Board Members") appointed in the following manner:

1. Two members of the Wasatch County Council appointed by the Wasatch County Council. The purpose for designating two members of the Wasatch County Council as Board Members is to ensure that both tourism and economic development are emphasized by the Board.

2. One member of the Heber City Council appointed by the Mayor with the advice and consent of the Heber City Council.

3. One member of the Midway City Council appointed by the Mayor with the advice and consent of the Midway City Council.

4. One member of the Wasatch County Tourism Tax Advisory Board appointed by the Wasatch County Tourism Tax Advisory Board.

5. One member of the Heber Valley Chamber of Commerce Board of Directors appointed by the Heber Valley Chamber of Commerce Board of Directors.

6. One At-Large Board Member appointed by majority vote of the other Board Members.

C. Terms of Office. The duration of the term of office of each Board Member shall be determined by the entity that appoints the Board Member, consistent with provisions contained elsewhere in this Agreement. A Board Member duly-appointed by the appointing entity, who meets the qualifications specified in this Agreement, shall continue in office until removed or replaced by the appointing entity. Notwithstanding the foregoing provisions, the length of the term of office of the At-Large Board Member shall be identified in the motion appointing the At-Large Board Member. Any vacancy in a Board Member position shall be filled by the appointing entity within a reasonable time.

D. Compensation and Reimbursement of Board Members. Board Members may be compensated by the Agency as may be considered reasonable and commensurate with the responsibilities and duties assigned, as determined by the Board. Board Members may also be reimbursed for expenses incurred in serving as Board Members.

E. Board Meetings. The Board shall meet in a regular meeting at least monthly, unless a regular meeting is cancelled by a vote of the Board in a previous meeting. Other Board meetings may be held as needed. Written minutes shall be kept of all meetings. All meetings and procedures of the Board shall comply with Section 11-13-223 of the Act and with the Utah

Open and Public Meetings Act. A simple majority of all current Board members shall constitute a quorum of the Board. The presence of a quorum at a duly-called Board meeting shall be required in order for the Board to take any formal action.

F. Leadership of Board. At the last regular meeting of each fiscal year of the Agency, the Board shall elect a Chair and Vice-Chair of the Board. The Chair shall conduct all Board meetings. The Vice-Chair shall conduct Board meetings in the absence of the Chair or upon direction by the Chair. In the event of a vacancy in the office of Chair or Vice-Chair, the Board shall elect a replacement at the next Board meeting.

G. Attendance. Board Members are expected to attend all meetings. If a Board Member must be absent from a meeting, the Board Member should notify the Chair in advance. The Board may establish penalties for excessive absences. A Board Member representing an entity (but not the At-Large Board Member) may designate another member of that entity to attend a particular Board meeting and vote in that Board Member's place.

H. Committees. The Board may appoint committees of the Agency from time to time as needed to further the purposes of the Agency. Committees may include non-Board-members. Each committee of the Agency shall be chaired by a Board Member, selected by the Board.

IV. MANAGEMENT OF THE AGENCY

A. Tourism and Economic Development Director. Day-to-day management of the Agency shall be performed by the Heber Valley Tourism and Economic Development Director ("Director"). The Director shall oversee the tourism and economic development activities of the Agency.

B. Selection of Director. The Director shall be chosen and appointed by majority vote of the Board. The Board may determine the procedures for advertising, interviewing and selecting the Director.

C. Duties of Director. The duties of the Director shall be set by the Board. Those duties may include, but are not necessarily limited to, the following:

1. Take direction from and report to the Board.
2. Take all steps necessary to accomplish the Agency's purposes.
3. Make recommendations to the Board for creating additional positions and retaining any additional staff needed for the Agency.
4. Manage the office of the Agency.
5. Supervise any other staff of the Agency.
6. Attend Board meetings.
7. Assist the Board Chair in preparing for and conducting Board meetings.
8. Prepare and present to the Board an annual Agency budget and other periodic financial information.
9. Keep and preserve records of the Agency and the Board.

10. Perform any other duties required by the Board.

D. Employment of Director and Staff. The Director and other staff of the Agency shall be employed in such manner as the Board determines, which may include a cooperative arrangement with one or more of the Parties to handle personnel and payroll matters.

E. Dismissal of Director. The Director shall serve at the pleasure of the Board and may be dismissed by majority vote of the Board.

V. FINANCING OF THE AGENCY

A. Annual Contributions by Parties. Each Party shall annually contribute \$25,000.00 (Twenty-Five Thousand Dollars) to the Agency budget, to be used to further the general purposes of the Agency as determined by the Board. Such annual contribution by each Party shall be paid to the Agency on or before the last day of the month that is the first month of the Agency's fiscal year.

B. Other Sources of Revenue. The Board and the Director shall pursue other sources of revenue to fund the purposes of the Agency, including but not limited to grants, governmental payments, tax allocations, conferences and events, and private donations and sponsorships.

C. Annual Budget. An annual budget shall be prepared by the Director and approved by the Board. Any amendments to the annual budget shall be approved by the Board. All expenditures shall be in keeping with the adopted budget and any amendments thereto.

D. Audit of Agency. The Agency shall retain an independent auditor to audit and report to the Board on the Agency's finances at least annually.

VI. SUCCESSION OF THE AGENCY

The Agency shall have and shall assume all legal rights, duties, responsibilities and obligations of the Wasatch Area Economic Development Agency, created by that certain Inter-Local Agreement dated June 8, 2005, and of Wasatch Tourism & Development, a Utah non-profit corporation incorporated on October 15, 2010. Because the Agency will supersede these two entities, these two entities shall be, and are hereby, dissolved.

VII. DURATION OF THE AGENCY

The Agency and this Agreement shall continue for a period of fifty (50) years, or another period authorized by the Act, whichever is longer.

VIII. AGREEMENT

A. Approval. This Agreement shall be approved by a vote of the Governing Body of each Party.

B. Amendments. Except as provided in Section C. below, this Agreement may be amended only by unanimous vote of all Board Members who serve on the Heber City Council, Midway City Council and Wasatch County Council. No other Board Members shall vote on any proposed amendments to this Agreement.

C. Withdrawal of Party. Notwithstanding Section B. above, a Party may withdraw from this Agreement by giving notice in writing to all other Parties no less than ninety (90) days prior to withdrawal. In the event of a Party's withdrawal, any monies already paid to the Agency by the Party shall be non-refundable.

SIGNED AND AGREED TO BY:

WASATCH COUNTY

ATTEST:

Signature

Signature and Title

Print Name of Signer

Title

HEBER CITY

ATTEST:

David R. Phillips

Signature

Michelle Kellogg, City Recorder

Signature and Title

David R. Phillips

Print Name of Signer

Mayor

Title



MIDWAY CITY

ATTEST:

Signature

Signature and Title

Print Name of Signer

Title

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SIGNED AND AGREED TO BY:

WASATCH COUNTY

ATTEST:

Signature

Signature and Title

Print Name of Signer

Title

HEBER CITY

ATTEST:

Signature

Signature and Title

Print Name of Signer

Title

MIDWAY CITY

ATTEST:

Connie Tatta
Signature

Debra Wilson
Signature and Title

CONNIE TATTA
Print Name of Signer

mayor
Title



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SIGNED AND AGREED TO BY:

WASATCH COUNTY


Signature

Michael Davis
Print Name of Signer

County Manager
Title

ATTEST:


Signature and Title County Clerk/Auditor

HEBER CITY

Signature

Print Name of Signer

Title

ATTEST:

Signature and Title

MIDWAY CITY

Signature

Print Name of Signer

Title

ATTEST:

Signature and Title